

FILED

NOV 03 1997

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

DOROTHY A. EVANS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

IN RE:)	
)	
JUDITH J. MILLER,)	Case No. 97-01070-R
)	(Chapter 7)
Debtor.)	
_____)	
)	
HOUSEHOLD BANK, NA (Nevada) and)	
HOUSEHOLD CREDIT SERVICES, INC.)	
)	
Plaintiff,)	
)	
v.)	Adversary No. 97-0206-R
)	
JUDITH J. MILLER)	
)	
Defendant.)	

JOURNAL ENTRY OF JUDGMENT

NOW on this 31 day of ^{October}~~September~~, 1997, this matter came on for consideration on the stipulation of the parties. Plaintiff appeared by Theodore P. Gibson, its attorney of record, and the Defendant appeared by Jim D. Shofner, her attorney of record. Both parties announced that a settlement had been reached under the following terms, conditions and stipulations:

1. The Court has full and complete jurisdiction and venue over this Adversary Proceeding and the Parties.
2. This is a core proceeding.

DOCKETED 11-3 1997
Clerk, U.S. Bankruptcy Court
Northern District of Oklahoma

10

4. It is agreed that the said sum of \$1,500.00 is non-dischargeable and that Judgment should be granted the Plaintiff in that amount, plus interest, attorney's fees and accrued and accruing costs.

5. It is further agreed that if the Defendant pay the Plaintiff the sum of \$1,000.00, with an initial payment of \$50.00 due upon approval of this Journal Entry, and consecutive monthly payments of \$50.00 per month commencing October 31, 1997, until paid, such payments will be accepted as a full and complete settlement of this obligation, but, if the Defendant pays the sum of \$750.00 cash within 30 days from the date of this judgment, such \$750.00 payment will be accepted as a full and complete settlement of this obligation.

7. However, if the Defendant default under the terms of this settlement, the Plaintiff shall have a final judgment against the Defendant in the full sum of \$1,500.00 (less any payments made) plus interest, attorney's fees and costs to be assessed by the Court.

The Court having reviewed, and approved the stipulations of the parties, finds, and it is
THEREFORE ORDERED, ADJUDGED AND DECREED that the indebtedness due to Plaintiff from Defendant in the amount of \$1,500.00 be, and is hereby determined to be, non-dischargeable; and it is

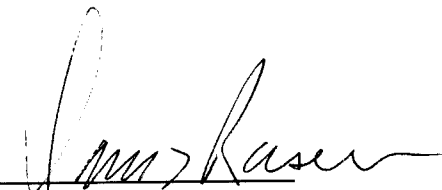
FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff is granted a judgment against Defendant for the amount of \$1,500.00 plus interest, attorney's fees and accrued and accruing costs; and it is

FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Defendant, Judith J. Miller, be and is hereby granted a stay of execution conditioned upon her payment to the Plaintiff in the sum of \$1,000.00, payable in an initial installment of \$50.00 upon

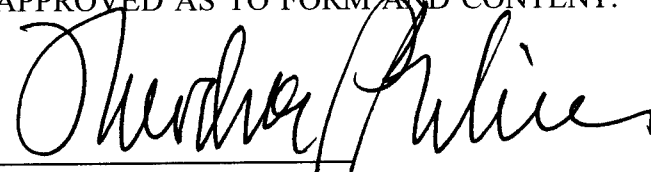
approval of this Journal Entry, and consecutive monthly payments of \$50.00 per month commencing October 15, 1997, and \$50.00 on or before the 15th day of each month thereafter until the said sum is paid in full, or alternatively in one installment of \$750.00 cash within 30 days from the date of this judgment; and it is

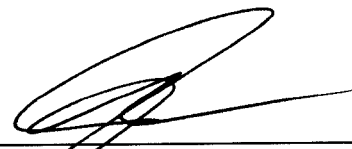
FURTHER ORDERED, ADJUDGED AND DECREED that this judgment shall be satisfied in full after payment as set forth herein, if said payments are timely made as set forth above.

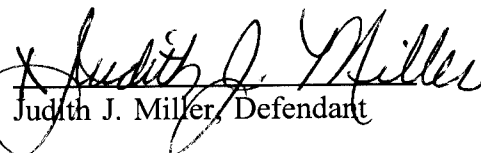
10/31/97


JUDGE OF THE BANKRUPTCY COURT

APPROVED AS TO FORM AND CONTENT:


THEODORE P. GIBSON
Attorney for the Plaintiff
Eleven Eleven ParkCentre
525 South Main
Tulsa, Oklahoma 74103


Jim D. Shofner
Attorney for the Defendant
4131 E. 31st St.
Tulsa, OK 74135


Judith J. Miller, Defendant